

UNITED STATES DISTRICT COURT

for the

Eastern District of Michigan

Civil Division

James E. Bowers

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Amazon.com Inc. and its shareholders
Jeffrey P. Bezos, President & CEO

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No. _____

(to be filled in by the Clerk's Office)

Jury Trial: (check one) ☐ Yes ☒ No

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	James E. Bowers
Street Address	5227 Olde Shawboro Rd
City and County	Grand Blanc, Genesee County
State and Zip Code	Michigan 48439
Telephone Number	810-265-2144
E-mail Address	jbowers726@gmail.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	Amazon.com Inc.
Job or Title <i>(if known)</i>	Business
Street Address	300 Deschutes Way SW, Suite 208 MC-CSC1
City and County	Tumwater, Thurston County
State and Zip Code	Washington 98501
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 2

Name	Jeffrey P. Bezos
Job or Title <i>(if known)</i>	President and CEO
Street Address	300 Deschutes Way SW, Suite 208 MC-CSC1
City and County	Tumwater, Thurston County
State and Zip Code	Washington 98501
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 3

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 4

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☐ Federal question

☒ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, *(name)* James E. Bowers, is a citizen of the State of *(name)* Michigan.

b. If the plaintiff is a corporation

The plaintiff, *(name)*, is incorporated under the laws of the State of *(name)*, and has its principal place of business in the State of *(name)*.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, *(name)* Jeffrey P. Bezos, is a citizen of the State of *(name)* Washington. Or is a citizen of *(foreign nation)*.

b. If the defendant is a corporation

The defendant, (name) Amazon.com, Inc, is incorporated under the laws of the State of (name) Delaware, and has its principal place of business in the State of (name) Washington.
 Or is incorporated under the laws of (foreign nation) _____,
 and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

The amount in controversy will likely result in several million to billion dollars by the time the case is heard in federal court. Amazon.com charges uses a range from \$199 a year per person to \$12.99 per month x 12 months per year for their Amazon Prime membership. They also charge shipping fees outside of this membership for packages that may not deliver on time. Amazon has always promoted a credit offering for late packages, but they don't follow through. Therefore, by the time you factor in not only my membership cost for the past 10 years, but the memberships of hundreds of thousands of US citizens, we could easily be into million to billion dollar range and well above the required statute of \$75,000

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

Claim 1: Amazon.com has violated it's service agreement with its customers by refusing to provide membership credits, shipping credits or other reasonable compensation for packages that consistantly arrive outside of the advertised delivery dates.

Claim 2: Amazon.com has falsly advertised items avaiability and shipping times to their "membership" though their web platform Amazon.com

Claim 3: Jeffrey P. Bezos has been contacted via email several times regarding these incidents by the plaintiff who provided all legal context of the issue. Mr. Bezos has ignored each and every request for resolution in a matter regarding the company he owns.

Claim 4: Amazon.com has falsely provided information to the Better Business Bureau of the United States of America in regards to shipping times, shipping data and customer resolution.

Claim 5: Jeffrey P. Bezos has purposely and willfully built Amazon.com Inc to exclude customer service and circumvent US law but placing all of the call centers, BBB escalation centers and another othe customer contact point outside of the United States of America. This has resulted in many false credit card charges, claims of products not received

Claim 6: Amazon.com has purposely structured its business to block customer resolution calls from being received by the corporate office. To the point of hanging up on a customer who calls the corporate office for resolution to the issue.

Claim 7: Amazon.com and Mr. Bezos continue to advertise false shipping statuses and product statuses on their website after multiple reports made not only by the defendant, but by many other U.S. Citizens.

Claim 8: Amazon.com, Mr. Bezos and it's shareholders have continued to withdrawl funds from my bank account and bank accounts of those with prime memberships despite the fact that they have been notified verbally and in wirting of their contract violations with the end user.

In consideration of class action status, additional claims will be added for Amazon sellers who have been harmed by this company along with many many other users who have not received product as promoted and promised on their website.

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Relief will be requested for each claim below:

Claim 1:

It is the request of the plaintiff that the defendants, wholly or individually, process an agreed settlement of \$165,000 to the plaintiff in question plus all attorney fees and court fees associated with this case. This dollar amount is subject to change at the time this case becomes class action status.

Claim 2:

Outside of monetary claim of \$18,000 for damages, plus associated attorney and court fees, it is the request of the plaintiff that Amazon.com, Inc and its associated authorities change their website to include accurate stock data which shows whether the item is in stock in the Amazon warehouse before completing the purchase. This includes third party seller stock data to show accurate reporting.

Claim 3:

Amazon.com is a U.S. Based company. It is the request of the plaintiff that, upon request via email or phone to the Amazon corporate office, any request for corporate resolution (including claims such as FTC, BBB, etc.) be handled and resolved by a U.S. Based employee in the corporate office's region.

Claim 4:

Amazon.com is a U.S. Based company. It is the request of the plaintiff that, upon request via email or phone to the Amazon corporate office, any request for corporate resolution (including claims such as FTC, BBB, etc.) be handled and resolved by a U.S. Based employee in the corporate office's region.

Claim 5:

Amazon.com is a U.S. Based company. It is the request of the plaintiff that, upon request via email or phone to the Amazon corporate office, any request for corporate resolution (including claims such as FTC, BBB, etc.) be handled and resolved by a U.S. Based employee in the corporate office's region. Since there has been so many issues with proper refunds, credits, etc. The plaintiff also requests a monetary damages claim of \$5,000. This will cover bank fees, credit card interest, and associated fees due to lack of refunds.

Claim 6:

A customer complaint call to the Amazon corporate office phone number MUST be forwarded to a U.S. Based customer resolutions team. The operator cannot hang up on customers when they determine that the call is not "professional business." Customer complaints are required to be processed through this mean of communication to the Amazon Corporate office

Claim 7:

The plaintiff requests the following relief: False advertising penalty of \$2,500 per incident recorded in this case. This is in accordance with the FTC Act on False advertising.

Claim 8:

It is the request of the plaintiff that Amazon.com be fined according to the consumer financial protection bureau code 6500 supplement I to Part 1005- Official Interpretations Section 1005.2 that any business who withdraws funds after a contract violation be charged with civil penalties and be required to repay all funds back to the account holder along with any associated overdraft fees, bank fees, and interest. Therefore, the plaintiff formally requests a settlement of \$18,000 for prime membership along with any bank fees associated throughout his time with this business.

The plaintiff also requests Amazon.com to modify its prime member policy to provide a full refund of the monthly (or pro-rated monthly if paid annually) prime membership for the month in which Amazon.com failed to provide shipping as quoted on their website. This is not to be restricted to only Amazon Delivery Services, but to all carriers regardless of who it ships with. This does exclude third party sellers who self-fulfill and do not use Amazon Fulfillment Services.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 07/01/2021

Signature of Plaintiff

Printed Name of Plaintiff

James E. Bowers
James E. Bowers, a married man

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff United States of America
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant United States Of America
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
1.5 Billion

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.



James Bowers <jbowers726@gmail.com>

Your Amazon.com Inquiry for BBB Complaint ID #15530795

9 messages

Amazon.com <bbb@amazon.com>

Sun, Jun 6, 2021 at 1:53 AM

Reply-To: bbb+A2OQROBOZPKZ2J@amazon.com

To: jbowers726@gmail.com

Hello James Bowers,

I'm Arun from Amazon.com. I'm writing in response to a complaint filed on your behalf by the Better Business Bureau BBB - I've provided the BBB with a copy of this message.

I've reviewed your complaint and understand your concern about the order delivery.

I've forwarded this issue to the appropriate team for further review on it.

Also, I've added \$15 promo credit to your account for the inconvenience that you've experience so far.

I'll surely take this as a feedback from you and will make sure that this is not repeated.

Please feel free to contact us directly by replying to bbb@amazon.com if we can be of further assistance.

=====

Information received date: 6/4/2021

=====

Case Description: I have purchased multiple items from [amazon.com](https://www.amazon.com) in the last month. Of these items, multiple of them have arrived outside of the promised delivery dates. Amazon.com is advertising delivery dates for prime members who have paid a membership fee per month. As one of those members, my items should arrive on time. However, once again tonight... My order did not arrive on time. Called customer support who hung up on me. When I called again, the rep transferred me and then hung up the new agent call. Still my items have not arrived.

Desired Settlement: Billing Adjustment

=====

Regards,

Arun
Amazon.com
<http://www.amazon.com>

James Bowers <jbowers726@gmail.com>

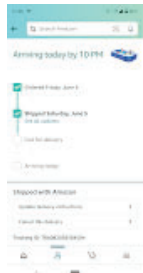
Sun, Jun 6, 2021 at 8:53 PM

To: bbb+A2OQROBOZPKZ2J@amazon.com

I would like to add that once again today... Amazon failed in delivering a package on time. I have attached screen shots. I expect a full year credit for my amazon prime membership. If this can't be completed, my next steps will be to file legal action in court presenting all the times amazon has failed to deliver on its prime promise and not provide appropriate service.

James Bowers

[Quoted text hidden]

8 attachments

Screenshot_20210606-145641.png
255K

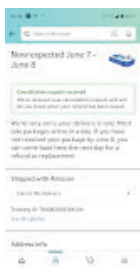
Screenshot_20210604-083924.png
219K



Screenshot_20210606-200454.png
335K



Screenshot_20210606-200504.png
342K



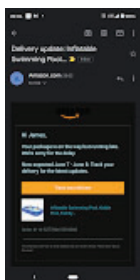
Screenshot_20210604-083940.png
376K



Screenshot_20210604-083933.png
286K



Screenshot_20210606-200437.png
256K



Screenshot_20210606-145636.png
213K



Amazon.com <bbb@amazon.com>

Mon, Jun 7, 2021 at 12:45 AM

Reply-To: bbb+A3PT49W2WPZL9L@amazon.com

To: jbowers726@gmail.com

Hello James Bowers,

I'm Arun from Amazon.com. I'm writing in response to a complaint filed on your behalf by the Better Business Bureau BBB - I've provided the BBB with a copy of this message.

I'm sorry for the inconvenience that you've had with the order delivery.

I've already forwarded this issue to the appropriate team and it will take time for their action to take effect and I'm sure that this issue will not be repeated.

Also, \$15 is the best we can do in this case. We'll not be able to refund the prime charges or any more compensation.

=====

Information received date: 6/4/2021

=====

Case Description: I have purchased multiple items from [amazon.com](http://www.amazon.com) in the last month. Of these items, multiple of them have arrived outside of the promised delivery dates. Amazon.com is advertising delivery dates for prime members who have paid a membership fee per month. As one of those members, my items should arrive on time. However, once again tonight... My order did not arrive on time. Called customer support who hung up on me. When I called again, the rep transferred me and then hung up the new agent call. Still my items have not arrived.

Desired Settlement: Billing Adjustment

=====

Regards,

Arun
Amazon.com
<http://www.amazon.com>

---- Original message: ----

I would like to add that once again today... Amazon failed in delivering a package on time. I have attached screen shots. I expect a full year credit for my amazon prime membership. If this can't be completed, my next steps will be to file legal action in court presenting all the times amazon has failed to deliver on its prime promise and not provide appropriate service.

James Bowers

On Sun, Jun 6, 2021, 01:53 Amazon.com <bbb@amazon.com> wrote:

> Hello James Bowers,
>
> I'm Arun from Amazon.com. I'm writing in response to a complaint filed on
> your behalf by the Better Business Bureau BBB - I've provided the BBB with
> a copy of this message.
>
> I've reviewed your complaint and understand your concern about the order
> delivery.
>
> I've forwarded this issue to the appropriate team for further review on
> it.
>
> Also, I've added \$15 promo credit to your account for the inconvenience
> that you've experience so far.
>
> I'll surely take this as a feedback from you and will make sure that this

> is not repeated.

>

> Please feel free to contact us directly by replying to bbb@amazon.com if

> we can be of further assistance.

>

> =====

>

> Information received date: 6/4/2021

>

> =====

>

> Case Description: I have purchased multiple items from [amazon.com](http://www.amazon.com) in the

> last month. Of these items, multiple of them have arrived outside of the

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> members who have paid a membership fee per month. As one of those members,

> my items should arrive on time. However, once again tonight... My order did

> not arrive on time. Called customer support who hung up on me. When I

> called again, the rep transferred me and then hung up the new agent call.

> Still my items have not arrived.

>

> Desired Settlement: Billing Adjustment

>

> =====

>

> Regards,

>

> Arun

> Amazon.com

> <http://www.amazon.com>

James Bowers <jbowers726@gmail.com>
To: bbb+A3PT49W2WPZL9L@amazon.com

Mon, Jun 7, 2021 at 2:05 AM

So Amazon will collect a monthly service fee to provide "prime shipping" but will not refund said fee when services are not provided under said contract? If that is the case, this is breach of contract. I will provide your response to my attorney who in turn will be filing a breach of contract violation in US district court this week. We will seek class action status on behalf of all prime users who you have breached contract with. I recommend you escalate this to your US based corporate office before we file such action.

James Bowers

[Quoted text hidden]

Amazon.com <bbb@amazon.com>
Reply-To: bbb+AHIAVP0OLX5DT@amazon.com
To: jbowers726@gmail.com

Mon, Jun 7, 2021 at 8:43 PM

Hello James Bowers,

I'm Arun from Amazon.com. I'm writing in response to a complaint filed on your behalf by the Better Business Bureau BBB - I've provided the BBB with a copy of this message.

We'll not be able to refund the complete year or prime charges James.

That is the reason I've offered \$15 promo credit which is the best I can do and added it to the account.

I have already forwarded this issue to the appropriate team and they'll make sure that this issue is sorted.

=====

Information received date: 6/4/2021

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Case Description: I have purchased multiple items from [amazon.com](http://www.amazon.com) in the last month. Of these items, multiple of them have arrived outside of the promised delivery dates. Amazon.com is advertising delivery dates for prime members who have paid a membership fee per month. As one of those members, my items should arrive on time. However, once again tonight... My order did not arrive on time. Called customer support who hung up on me. When I called again, the rep transferred me and then hung up the new agent call. Still my items have not arrived.

Desired Settlement: Billing Adjustment

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Regards,

Arun

Amazon.com

<http://www.amazon.com>

----- Original message: -----

So Amazon will collect a monthly service fee to provide "prime shipping" but will not refund said fee when services are not provided under said contract? If that is the case, this is breach of contract. I will provide your response to my attorney who in turn will be filing a breach of contract violation in US district court this week. We will seek class action status on behalf of all prime users who you have breached contract with. I recommend you escalate this to your US based corporate office before we file such action.

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> Hello James Bowers,
>
> I'm Arun from Amazon.com. I'm writing in response to a complaint filed on
> your behalf by the Better Business Bureau BBB - I've provided the BBB with
> a copy of this message.
>
> I'm sorry for the inconvenience that you've had with the order delivery.
>
> I've already forwarded this issue to the appropriate team and it will take
> time for their action to take effect and I'm sure that this issue will not
> be repeated.
>
> Also, \$15 is the best we can do in this case. We'll not be able to refund
> the prime charges or any more compensation.

[Quoted text hidden]

>
> ----- Original message: -----
>

> I would like to add that once again today... Amazon failed in delivering a
> package on time. I have attached screen shots. I expect a full year credit
> for my amazon prime membership. If this can't be completed, my next steps
> will be to file legal action in court presenting all the times amazon has
> failed to deliver on its prime promise and not provide appropriate service.

> James Bowers

> On Sun, Jun 6, 2021, 01:53 Amazon.com <bbb@amazon.com> wrote:

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James Bowers <jbowers726@gmail.com>
 To: bbb+AHIAVP0OLX5DT@amazon.com

Mon, Jun 7, 2021 at 8:49 PM

So what you are saying is that you don't feel Amazon has committed any sort of wrong doing in the past year where they have promoted a service of 2 day or "prime" shipping and failed to provide that service in which I am a "subscriber." According to your policy, that is a guaranteed service. Any other company who provided a guarantee is required to provide a refund of the costs associated with that service. In this case, a prime membership.

Please confirm for me the following:

Does Amazon feel they have failed as a service provider?

Does Amazon feel they have not provided the shipping services as promoted on their site?

Does Amazon feel that their subscription service includes "prime" shipping?

Does Amazon really want to go to court?

I have obtained records from my account dating back 3 years where Amazon has failed to provide promised "prime" shipping. I will provide these documents to my attorney and we will be seeking a 3-5 year refund of my prime membership, a cancellation of all debt in my Amazon credit account, and damages as well as attorney fees associated with this case.

Clearly you have no intention of involving anyone on US Soil in this conversation. So they will just have to wait to see the legal paperwork presented and served on them. I will make sure your name is included as the reason they were not made aware of the situation before it made it's way to court.

James Bowers

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Hello James Bowers,

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Desired Settlement: Billing Adjustment

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Regards,

Arun

[Amazon.com](http://www.amazon.com)

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 > >
 > > Regards,
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 > > Arun
 > > Amazon.com
 > > [http://www.amazon.com](https://www.amazon.com)
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Amazon.com <bbb@amazon.com>
 Reply-To: bbb+A1N27CIPQHIXJ@amazon.com
 To: jbowers726@gmail.com

Tue, Jun 8, 2021 at 4:44 AM

Hello James Bowers,

I'm Arun from Amazon.com. I'm writing in response to a complaint filed on your behalf by the Better Business Bureau BBB - I've provided the BBB with a copy of this message.

As informed earlier, we'll not be able to refund the complete prime charges and that is the reason I've offered \$15 credit which is the best we can do.

Also, I apologize as the orders were delayed and this is due to the limited staffing at the logistic/carriers team and huge orders placed across the US and we are trying our best to get the items to the customer at the earliest.

I've issued the possible compensation from my end.

I've forwarded this issue to the appropriate team and will get back to you once I have an update on this issue.

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Information received date: 6/4/2021

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Case Description: I have purchased multiple items from amazon.com in the last month. Of these items, multiple of them have arrived outside of the promised delivery dates. Amazon.com is advertising delivery dates for prime members who have paid a membership fee per month. As one of those members, my items should arrive on time. However, once again tonight... My order did not arrive on time. Called customer support who hung up on me. When I called again, the rep transferred me and then hung up the new agent call. Still my items have not arrived.

Desired Settlement: Billing Adjustment

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Regards,

Arun
Amazon.com
<http://www.amazon.com>

---- Original message: ----

So what you are saying is that you don't feel Amazon has committed any sort of wrong doing in the past year where they have promoted a service of 2 day or "prime" shipping and failed to provide that service in which I am a "subscriber." According to your policy, that is a guaranteed service. Any other company who provided a guarantee is required to provide a refund of the costs associated with that service. In this case, a prime membership.

Please confirm for me the following:

Does Amazon feel they have failed as a service provider?

Does Amazon feel they have not provided the shipping services as promoted on their site?

Does Amazon feel that their subscription service includes "prime" shipping?

Does Amazon really want to go to court?

I have obtained records from my account dating back 3 years where Amazon has failed to provide promised "prime" shipping. I will provide these documents to my attorney and we will be seeking a 3-5 year refund of my prime membership, a cancellation of all debt in my Amazon credit account, and damages as well as attorney fees associated with this case.

Clearly you have no intention of involving anyone on US Soil in this conversation. So they will just have to wait to see the legal paperwork presented and served on them. I will make sure your name is included as the reason they were not made aware of the situation before it made it's way to court.

James Bowers

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> > Regards,
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> > Arun
> > Amazon.com <<http://amazon.com/>>
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James Bowers <jbowers726@gmail.com>
 To: bbb+A1N27CIPQHIXJ@amazon.com

Tue, Jun 8, 2021 at 8:05 AM

These questions remain unanswered

Please confirm for me the following:

Does Amazon feel they have failed as a service provider?

Does Amazon feel they have not provided the shipping services as promoted on their site?

Does Amazon feel that their subscription service includes "prime" shipping?

Does Amazon really want to go to court?

[Quoted text hidden]

Amazon.com <bbb@amazon.com>
 Reply-To: bbb+A3KMZFKQHUDERP@amazon.com

Tue, Jun 8, 2021 at 8:46 PM

To: jbowers726@gmail.com

Hello James Bowers,

I'm Arun from Amazon.com. I'm writing in response to a complaint filed on your behalf by the Better Business Bureau BBB - I've provided the BBB with a copy of this message.

I would like to inform you that some times the orders do get delayed and there are various factors which cause the delivery issues James. It depends on the items ordered or the carrier assigned to deliver or the item availability etc.

I would say no we have not failed as a service provider as we are trying our best to get the orders delivered to the customers at the earliest possible even in the pandemic situation.

I'm sorry that you've had issues with the order delivery. However, we'll make sure that this is not repeated.

I cannot comment on your last question but I've helped you with the possible action from my end as requested(compensation).

=====

Information received date: 6/4/2021

=====

Case Description: I have purchased multiple items from amazon.com in the last month. Of these items, multiple of them have arrived outside of the promised delivery dates. Amazon.com is advertising delivery dates for prime members who have paid a membership fee per month. As one of those members, my items should arrive on time. However, once again tonight... My order did not arrive on time. Called customer support who hung up on me. When I called again, the rep transferred me and then hung up the new agent call. Still my items have not arrived.

Desired Settlement: Billing Adjustment

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Regards,

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Amazon.com
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---- Original message: ----

These questions remain unanswered

Please confirm for me the following:

Does Amazon feel they have failed as a service provider?

Does Amazon feel they have not provided the shipping services as promoted on their site?

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Does Amazon really want to go to court?

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 > <http://amazon.com/>> is advertising delivery dates for prime members
 > who have paid a membership fee per month. As one of those members, my items
 > should arrive on time. However, once again tonight... My order did not
 > arrive on time. Called customer support who hung up on me. When I called
 > again, the rep transferred me and then hung up the new agent call. Still my
 > items have not arrived.

> >
 > > Desired Settlement: Billing Adjustment

> > =====

> >
 > > Regards,

> >
 > > Arun
 > > Amazon.com <<http://amazon.com/>>
 > > <http://www.amazon.com> <<http://www.amazon.com/>>

> >
 > > ---- Original message: ----

> >
 > > So Amazon will collect a monthly service fee to provide "prime
 > shipping"
 > > but will not refund said fee when services are not provided under said
 > > contract? If that is the case, this is breach of contract. I will
 > provide
 > > your response to my attorney who in turn will be filing a breach of
 > > contract violation in US district court this week. We will seek class
 > > action status on behalf of all prime users who you have breached
 > > contract
 > > with. I recommend you escalate this to your US based corporate office
 > > before we file such action.

> >
 > > James Bowers

> >
 > > On Mon, Jun 7, 2021, 00:45 Amazon.com <<http://amazon.com/>> &
 > <bbb@amazon.com> <<mailto:bbb@amazon.com>> wrote:

> >
 > > > Hello James Bowers,
 > > >
 > > > I'm Arun from Amazon.com <<http://amazon.com/>>. I'm
 > > writing in response to a complaint filed on
 > > > your behalf by the Better Business Bureau BBB - I've provided
 > > the BBB with
 > > > a copy of this message.

> > >
 > > > I'm sorry for the inconvenience that you've had with the order
 > > delivery.
 > > >
 > > > I've already forwarded this issue to the appropriate team and it
 > > will take
 > > > time for their action to take effect and I'm sure that this
 > > issue will not
 > > > be repeated.

> > >
 > > > Also, \$15 is the best we can do in this case. We'll not be able
 > > to refund
 > > > the prime charges or any more compensation.

> > >
 > > > =====

> > >
 > > > Information received date: 6/4/2021

> > >
 > > > =====

> > >
 > > > Case Description: I have purchased multiple items from
 > > amazon.com <<http://amazon.com/>> in the
 > > > last month. Of these items, multiple of them have arrived
 > > outside of the
 > > > promised delivery dates. Amazon.com <<http://amazon.com/>>
 > > is advertising delivery dates for prime
 > > > members who have paid a membership fee per month. As one of
 > > those members,
 > > > my items should arrive on time. However, once again tonight...
 > > My order did

> > > not arrive on time. Called customer support who hung up on me.
 > When I
 > > > called again, the rep transferred me and then hung up the new
 > agent call.
 > > > Still my items have not arrived.
 > > >
 > > > Desired Settlement: Billing Adjustment
 > > >
 > > > =====
 > > >
 > > > Regards,
 > > >
 > > > Arun
 > > > Amazon.com <<http://amazon.com/>>
 > > > <http://www.amazon.com> <<http://www.amazon.com/>>
 > > >
 > > > ---- Original message: ----
 > > >
 > > > I would like to add that once again today... Amazon failed in
 > delivering a
 > > > package on time. I have attached screen shots. I expect a full
 > year credit
 > > > for my amazon prime membership. If this can't be completed, my
 > next steps
 > > > will be to file legal action in court presenting all the times
 > amazon has
 > > > failed to deliver on its prime promise and not provide
 > appropriate service.
 > > >
 > > > James Bowers
 > > >
 > > > On Sun, Jun 6, 2021, 01:53 Amazon.com <[http://amazon.com/](mailto:bbb@amazon.com)>
 > <bbb@amazon.com> <<mailto:bbb@amazon.com>> wrote:
 > > >
 > > > > Hello James Bowers,
 > > > >
 > > > > I'm Arun from Amazon.com. I'm writing in response to a
 > complaint
 > > > filed on
 > > > > your behalf by the Better Business Bureau BBB - I've
 > provided the BBB
 > > > with
 > > > > a copy of this message.
 > > > >
 > > > > I've reviewed your complaint and understand your concern
 > about the
 > > > order
 > > > > delivery.
 > > > >
 > > > > I've forwarded this issue to the appropriate team for
 > further review
 > > > on
 > > > > it.
 > > > >
 > > > > Also, I've added \$15 promo credit to your account for the
 > > > > inconvenience
 > > > > that you've experience so far.
 > > > >
 > > > > I'll surely take this as a feedback from you and will make
 > sure that
 > > > this
 > > > > is not repeated.
 > > > >
 > > > > Please feel free to contact us directly by replying to
 > bbb@amazon.com
 > > > if
 > > > > we can be of further assistance.
 > > > >
 > > > > =====
 > > > >
 > > > > Information received date: 6/4/2021
 > > > >
 > > > > =====
 > > > >
 > > > > Case Description: I have purchased multiple items from
 > amazon.com in
 > > > the
 > > > > last month. Of these items, multiple of them have arrived

> outside of
> > > the
> > > > promised delivery dates. Amazon.com is advertising delivery
> dates for
> > > prime
> > > > members who have paid a membership fee per month. As one of
> those
> > > members,
> > > > my items should arrive on time. However, once again
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> me. When I
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> new agent
> > > call.
> > > > Still my items have not arrived.
> > > >
> > > > Desired Settlement: Billing Adjustment
> > > >
> > > > =====
> > > >
> > > > Regards,
> > > >
> > > > Arun
> > > > Amazon.com <<http://amazon.com/>>
> > > > <http://www.amazon.com> <<http://www.amazon.com/>>
> > > >
>
>

Deliver to James
Grand Blanc 48439

All ▾

Hello, James
Account & Lists ▾ Returns
& Orders

0

All Customer Service Livestreams Buy Again Prime Video James's Amazon.com Shopper Toolkit Whole Foods Prime Day is June 21 & 22

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Last updated: May 3, 2021

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Amazon.com, Inc.
Corporation Service Company
300 Deschutes Way SW, Suite 208 MC-CSC1

Tumwater, WA 98501

Attn: Legal Department – Legal Process

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Seattle, WA 98108
phone: (206) 266-4064
e-mail: copyright@amazon.com

Courier address:
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Amazon.com Legal Department
2021 7th Avenue
Seattle, WA 98121
USA

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- Your address, telephone number, and e-mail address;
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James Bowers <jbowers726@gmail.com>

Your Amazon.com Order #112-8296635-5373041

3 messages

Amazon.com <bbb@amazon.com>

Wed, Jun 9, 2021 at 9:38 PM

Reply-To: bbb+A3JO5073PVFWH9@amazon.com

To: jbowers726@gmail.com

Hello James Bowers,

I'm Arun from Amazon.com.

The order you are referring is a seller fulfilled order James.

Shipping and delivery for seller fulfilled orders will be completely handled by the seller and we'll not be able to take any action on it from our end.

Also, I see that the refund for the Order ID: 112-8296635-5373041 has been processed through A-Z claim on Monday, June 8, 2020 at 10:50 AM (PDT).

However, I've already forwarded the order delivery issues for the orders fulfilled by Amazon to the appropriate team and it will be sorted for sure.

Information received date: 6/4/2021

Case Description: I have purchased multiple items from [amazon.com](https://www.amazon.com) in the last month. Of these items, multiple of them have arrived outside of the promised delivery dates. Amazon.com is advertising delivery dates for prime members who have paid a membership fee per month. As one of those members, my items should arrive on time. However, once again tonight... My order did not arrive on time. Called customer support who hung up on me. When I called again, the rep transferred me and then hung up the new agent call. Still my items have not arrived.

Desired Settlement: Billing Adjustment

Regards,

Arun
Amazon.com
<http://www.amazon.com>

---- Original message: ----

Jeff,

Hello,

I reached out to you on June 8th of 2020 without a response. I have had nothing but issues with Amazon since this time. I am currently preparing legal action paperwork regarding my amazon prime membership, failed packages, fraud, and false advertising at amazon.

I am trying my best to resolve this without taking it to Federal District Court, but I seem to have no choice. You BBB time in india doesn't help at all, your customer service centers are useless 99.9% of the time and since June of 2020, you have not responded to any sort of emails.

I will give this a final opportunity, but I am currently planning to file the legal action Monday June 14th, 2020.

James E. Bowers
810-265-2144

On Mon, Jun 8, 2020 at 1:51 PM James Bowers <jbowers726@gmail.com> wrote:
Jeff,

I purchased hand sanitizer from Amazon back on April 21st. This was a time when you ordered it while you could, even if there was a delay in shipping it.

Here we are June 8th. I have contacted the seller at least a dozen times with email evidence of such. In each contact, they reply with the same generic answer. "It's shipped, we can't help you", yet the items' tracking shows it never left their warehouse.

I have contacted Amazon customer support with almost no help. I have contacted the BBB and your "BBB Team" has been zero help in getting my refund.... or blocking this seller from any more fraud. If you look at their item reviews.... it's clearly a fraud account, and yet Amazon will not give me my money back or shut down the seller or both.

Enough is enough... Amazon makes Billions a year... It's time to get something done! When I can barely live paycheck to paycheck, yet your company makes millions in profits! I think it should be no issue to refund someone's money when an incident like this occurs. I have already filed a notice with the Michigan Attorney General's office. My next step is to file legal action to recover not only the cost, interest, and time as well as attorney costs to recover this money.

This is my last attempt to get my refund, plus interest to my bank account at this point.

Feel free to contact me at 810-265-2144 or my email jbowers726@gmail.com<mailto:jbowers726@gmail.com>;

James Bowers

Order # 112-8296635-5373041

James Bowers <jbowers726@gmail.com>
To: bbb+A3JO5073PVFWH9@amazon.com

Wed, Jun 9, 2021 at 10:07 PM

So your response has provided me with the legal information I needed. I will be providing these communications along with additional documents to be subpoenaed by my attorney. It is clear that this Billionaire has no interest in settling this matter with me... So therefore, we will proceed with our legal claim of \$82,000 plus court and attorney fees. I will submit the documents to the court by the end of the week.

[Quoted text hidden]

Amazon.com <bbb@amazon.com>
Reply-To: bbb+A1TQ1168U483B@amazon.com
To: jbowers726@gmail.com

Thu, Jun 10, 2021 at 1:06 AM

Hello James Bowers,

I'm Arun from Amazon.com.

I've provided the required information for the issue and also compensated the possible credit in this case.

However, we'll not be able to offer any additional insight or action on these matters, and any further inquiries on this matter will not receive a response.

=====

Information received date: 6/4/2021

=====

Case Description: I have purchased multiple items from [amazon.com](https://www.amazon.com) in the last month. Of these items, multiple of them have arrived outside of the promised delivery dates. Amazon.com is advertising delivery dates for prime members who have paid a membership fee per month. As one of those members, my items should arrive on time. However, once again tonight... My order did not arrive on time. Called customer support who hung up on me. When I called again, the rep transferred me and then hung up the new agent call. Still my items have not arrived.

Desired Settlement: Billing Adjustment

=====

Regards,

Arun
Amazon.com
<http://www.amazon.com>

---- Original message: ----

So your response has provided me with the legal information I needed. I will be providing these communications along with additional documents to be subpoenaed by my attorney. It is clear that this Billionaire has no interest in settling this matter with me... So therefore, we will proceed with our legal claim of \$82,000 plus court and attorney fees. I will submit the documents to the court by the end of the week.

On Wed, Jun 9, 2021, 21:38 Amazon.com <bbb@amazon.com> wrote:

> Hello James Bowers,
>
> I'm Arun from Amazon.com.
>
> The order you are referring is a seller fulfilled order James.
>
> Shipping and delivery for seller fulfilled orders will be completely
> handled by the seller and we'll not be able to take any action on it from
> our end.
>
> Also, I see that the refund for the Order ID: 112-8296635-5373041 has been

> processed through A-Z claim on Monday, June 8, 2020 at 10:50 AM (PDT).

>

> However, I've already forwarded the order delivery issues for the orders

> fulfilled by Amazon to the appropriate team and it will be sorted for sure.

> =====

>

> Information received date: 6/4/2021

>

> =====

>

> Case Description: I have purchased multiple items from amazon.com in the

> last month. Of these items, multiple of them have arrived outside of the

> promised delivery dates. Amazon.com is advertising delivery dates for prime

> members who have paid a membership fee per month. As one of those members,

> my items should arrive on time. However, once again tonight... My order did

> not arrive on time. Called customer support who hung up on me. When I

> called again, the rep transferred me and then hung up the new agent call.

> Still my items have not arrived.

>

> Desired Settlement: Billing Adjustment

>

> =====

>

> Regards,

>

> Arun

> Amazon.com

> <http://www.amazon.com>

>

> ---- Original message: ----

>

>

>

> Jeff,

>

> Hello,

>

> I reached out to you on June 8th of 2020 without a response. I have had

> nothing but issues with Amazon since this time. I am currently preparing

> legal action paperwork regarding my amazon prime membership, failed

> packages, fraud, and false advertising at amazon.

>

> I am trying my best to resolve this without taking it to Federal District

> Court, but I seem to have no choice. You BBB time in india doesn't help at

> all, your customer service centers are useless 99.9% of the time and since

> June of 2020, you have not responded to any sort of emails.

>

> I will give this a final opportunity, but I am currently planning to file

> the legal action Monday June 14th, 2020.

>

> James E. Bowers

> 810-265-2144

>

> On Mon, Jun 8, 2020 at 1:51 PM James Bowers <jbowers726@gmail.com

> <<mailto:jbowers726@gmail.com>>> wrote:

> Jeff,

>

> I purchased hand sanitizer from Amazon back on April 21st. This was a time

> when you ordered it while you could, even if there was a delay in shipping

> it.

>

> Here we are June 8th. I have contacted the seller at least a dozen times

> with email evidence of such. In each contact, they reply with the same

> generic answer. "It's shipped, we can't help you", yet the items' tracking

> shows it never left their warehouse.

>

> I have contacted Amazon customer support with almost no help. I have

> contacted the BBB and your "BBB Team" has been zero help in getting my

> refund.... or blocking this seller from any more fraud. If you look at

> their item reviews.... it's clearly a fraud account, and yet Amazon will

> not give me my money back or shut down the seller or both.

>

> Enough is enough... Amazon makes Billions a year... It's time to get

> something done! When I can barely live paycheck to paycheck, yet your

> company makes millions in profits! I think it should be no issue to refund

> someone's money when an incident like this occurs. I have already filed a

> notice with the Michigan Attorney General's office. My next step is to file

> legal action to recover not only the cost, interest, and time as well as

> attorney costs to recover this money.

>

> This is my last attempt to get my refund, plus interest to my bank account

> at this point.

>

> Feel free to contact me at 810-265-2144 or my email jbowers726@gmail.com

> <mailto:jbowers726@gmail.com>

>

> James Bowers

>

> Order # 112-8296635-5373041

>



James Bowers <jbowers726@gmail.com>

2019-cp01301958183-A

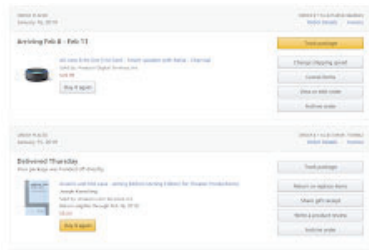
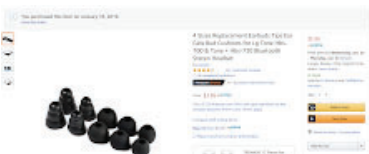
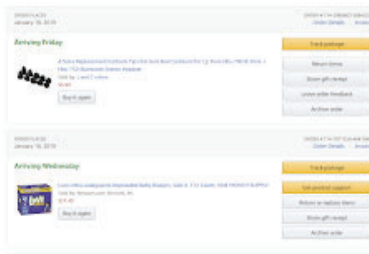
1 message

James Bowers <jbowers726@gmail.com>

Wed, Jan 30, 2019 at 8:03 PM

To: cp_ocs@michigan.gov

Attached are the additional documentation.

8 attachments**2019-01-18 15_49_06-.png**
56K**2019-01-19 19_08_48-Your Orders.png**
74K**2019-01-19 19_09_26-Amazon.com_ 4 Sizes Replacement Earbuds Tips Ear Gels Bud Cushions for Lg Tone H.png**
166K**2019-01-19 19_08_33-.png**
83K**2019-01-18 15_49_18-.png**
55K**2019-01-19 19_10_02-.png**
331K



2019-01-19 19_10_41-Echo Dot (3rd Generation) _ Alexa-enabled Bluetooth Speaker.png
349K



bbb amazon.pdf
151K

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Amazon Prime

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BenefitsPause Your Amazon Prime
MembershipEnd Your Amazon Prime
MembershipThe Amazon Prime Membership
Fee

Use Buy Now with Amazon Prime

Using a Promotional Code for
Amazon PrimeExchange a Prime Gift
Membership

Buy a Prime Gift Membership

Scan the Amazon Elements Code

Amazon Prime Terms

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CardsAmazon Incentives Purchase
Terms for Amazon Prime
Membership Codes

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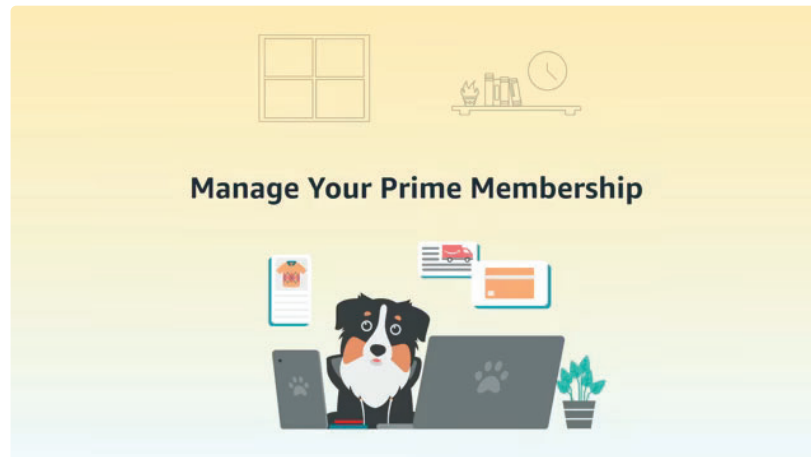
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Exchange or return
items**Manage Prime**
Cancel or view
benefits**Payment Settings**
Add or edit payment
methods**Carrier Info**
Shipping carrier
information**Account Settings**
Change email or
password

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Amazon Prime

As an Amazon Prime member, you receive many shipping, shopping, streaming, reading, and other benefits.



Shipping

The following are some of the benefits of Amazon Prime.

- FREE Two-Day Shipping on eligible items to addresses in the contiguous US and other shipping benefits. For more information, go to [Amazon Prime Shipping Benefits](#).
- FREE Same-Day Delivery in eligible zip codes. For more information, go to [Order with Prime FREE Same-Day Delivery](#).
- FREE Release-Date Delivery on eligible preorder items delivered on their release date to ZIP codes within the continental US. For more information, go to [Release-Date Delivery](#).
- FREE No-Rush Shipping. Select **No-Rush Shipping** and earn rewards for future purchases.
- Amazon Day, where you can choose a weekly delivery day for the items you buy throughout the week.

Streaming

- Prime Video offers unlimited streaming of movies and TV episodes for paid or free trial members in the US and Puerto Rico. For more information, go to [Prime Video](#).
- With Amazon Channels, you can watch your favorite shows and movies from HBO, SHOWTIME, and STARZ channels. You don't need a cable or additional apps and you can cancel anytime. Amazon Channels costs \$4.99–\$14.99/month for Prime members.
- Prime Music, where you have unlimited, ad-free access to hundreds of Prime Playlists, and more than two million songs for members in the US and Puerto Rico. For more information, go to [What is Prime Music?](#)
- Prime members can get discounted Amazon Music Unlimited monthly plans and there are annual plans available exclusively to Prime members. For more information, go to [Amazon Music Unlimited](#).
- Prime Gaming, where you get free games, in-game content, and a free channel subscription on Twitch.tv every month. Some content is from third parties and is subject to their terms; you must link your Prime account to your third-party account. For more information, go to [Prime Gaming](#).

Shopping

- Whole Foods Market provides exclusive savings for Prime members, and 5% back for eligible Prime members with the Amazon Prime Rewards Visa Card. You can get Two-Hour Delivery in select cities (with more to come). For more information, go to [Prime at Whole Foods Market](#).
- Amazon 4-star and Amazon Books stores: Prime members pay Amazon.com prices on all products in-store. For more information, go to [Amazon 4-star](#) or [Amazon Books](#).
- Amazon Prime Rewards Visa Signature Card; eligible Prime members earn 5% back every day on all Amazon.com purchases, in addition to rewards everywhere else you shop. For more information, go to [Amazon Prime Rewards Visa Signature Card](#).
- Eligible Prime members can get 5% back every day on Amazon.com purchases and access exclusive financing offers with an Amazon Prime Store Card. For more information, go to [Amazon Prime Store Card](#).
- Never run out of your favorite products with [Your Essentials](#).
- Amazon Fresh: Select regions get fast and free grocery delivery on a wide selection of groceries. Items include meat, seafood, produce, snacks, and household essentials. There are options for fast one-hour and two-hour delivery windows in select regions. For more information, go to [Amazon Fresh](#).
- Prime Wardrobe: Try before you buy from eligible items across women's, men's, kids', and baby clothing, shoes, and accessories. You get seven days to try-on the items at home and we'll only charge for the items that you decide to keep. For more information, go to [Prime Wardrobe](#).
- Personal Shopper by Prime Wardrobe: Prime members in select regions can pay an additional monthly membership fee to receive a monthly styling service. For more information, go to [Personal Shopper by Prime Wardrobe](#).
- Deals and Discounts, Compliments of Amazon Family: Get up to 20% off diapers, baby food, and more through Subscribe & Save and 15% off eligible products from your baby registry. For more information, go to [Get Up To 20% Off Diapers, Baby Food, and More](#) or [Baby Registry Completion Discount](#).
- Prime Early Access: Get 30-minute early access to Lightning Deals on Amazon.com.
- Amazon Elements: Get access to [Amazon Elements](#) products, Amazon's own line of everyday essentials.

Reading

- Prime Reading: Borrow books, magazines, and more from the Prime Reading catalog. Read them on your Fire tablet, Kindle e-reader, or the Kindle reading apps for iOS and Android. For more information, go to [Prime Reading](#).
- Amazon First Reads: Get early access to download a new book for free every month from the [Amazon First Reads](#) picks. You can also purchase hardcover titles at exclusive prices.

Other

- Membership Sharing: Two adults living in the same household can create an [Amazon Household](#) to share certain Amazon Prime benefits.
- Amazon Photos: Get secure unlimited photo storage and enhanced search and organization features in Amazon Drive for you and the members of your Family Vault with [Amazon Photos](#).

Prime Supplemental Membership

- Amazon Channels: Watch your favorite shows and movies from HBO, SHOWTIME, and STARZ channels. No cable is required, there are no additional apps to download, and you cancel anytime. The cost is \$4.99–\$14.99 per month for Prime members.

Note:

- Amazon Prime isn't available for customers who purchase products for the purpose of resale. You can't use Amazon Prime to ship products to your customers or potential customers.
- We may change these benefits occasionally as outlined in the [Amazon Prime Terms & Conditions](#).
- Some items aren't available for Two-Day Shipping due to special shipping characteristics. Instead, we'll use free standard shipping, and deliver in four to five business days.
- Your Prime Membership may be subject to [sales tax](#) in some states.
- Customers who are guests of another membership are ineligible for the following benefits unless they are eligible through their Amazon Household: membership sharing, Kindle Owners' Lending Library, Prime Video, Prime Music, and Amazon Family discounts. Customers who are guests of another membership aren't eligible for Amazon Photos.
- Prime members with certain discounted monthly Prime offers can't share their Prime benefits.
- To use Kindle Owners' Lending Library, the Kindle device must be part of the Prime account that's eligible for the benefit.

Was this information helpful?

Yes

No

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Amazon Prime Benefits

Amazon Prime

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BenefitsPause Your Amazon Prime
MembershipEnd Your Amazon Prime
Membership

The Amazon Prime Membership Fee

Use Buy Now with Amazon Prime
Using a Promotional Code for
Amazon PrimeExchange a Prime Gift
Membership

Buy a Prime Gift Membership

Scan the Amazon Elements Code

Amazon Prime Terms

Electronic Benefits Transfer (EBT)
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Terms for Amazon Prime
Membership Codes

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The Amazon Prime Membership Fee

When your free trial or membership period ends, we'll automatically charge for the next membership period.

Note: The annual membership fees for Amazon Prime and Prime Student changed on May 11, 2018. Monthly memberships remain at \$12.99 and \$6.49. For more information, see [Amazon Prime Price Change](#).

Amazon Prime membership fees are:

- \$12.99 per month (plus taxes)
- \$119 per year (plus taxes)
- Prime Video membership is \$8.99 per month (plus taxes)

Qualifying EBT and government assistance recipients can get a Prime membership discount. Visit [amazon.com/qualify](#) and verify your eligibility to pay \$5.99 per month for a maximum of four years.

Your Prime Membership may be subject to [sales tax](#) in some states.

To cancel your Amazon Prime membership, go to [Manage Prime Membership](#). If you didn't use any Prime benefits, we'll refund your current membership period.

Note:

- If your Prime membership is through a service from another company (such as Sprint), contact that company for details about your membership rate and to manage your membership.
- When offered, a Prime membership promotion allows you to buy a non-refundable year of Prime Membership at a discounted rate. It extends the membership of any current Prime member by one year. We won't charge you again until after your promotional membership has ended. If you cancel your Prime Membership, you also cancel any unused extensions.

Was this information helpful?

Yes

No

Quick solutions

**Your Orders**
Track or cancel orders**Returns & Refunds**
Exchange or return
items**Manage Prime**
Cancel or view
benefits**Payment Settings**
Add or edit payment
methods**Carrier Info**
Shipping carrier
information**Account Settings**
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Sustainability	Become a Delivery Driver	Amazon Business Card	Shipping Rates & Policies
Press Center	Start a package delivery business	Amazon Business Line of Credit	Amazon Prime
Investor Relations	Advertise Your Products	Shop with Points	Returns & Replacements
Amazon Devices	Self-Publish with Us	Credit Card Marketplace	Manage Your Content and Devices
	Host an Amazon Hub	Reload Your Balance	Amazon Assistant
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Amazon Music Stream millions of songs	Amazon Advertising Find, attract, and engage customers	Amazon Drive Cloud storage from Amazon	6pm Score deals on fashion brands	AbeBooks Books, art & collectibles	ACX Audiobook Publishing Made Easy	Alexa Actionable Analytics for the Web
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Goodreads Book reviews & recommendations	IMDb Movies, TV & Celebrities	IMDbPro Get Info Entertainment Professionals Need	Kindle Direct Publishing Indie Digital & Print Publishing Made Easy	Amazon Photos Unlimited Photo Storage Free With Prime	Prime Video Direct Video Distribution Made Easy	Shopbop Designer Fashion Brands
Amazon Warehouse Great Deals on Quality Used Products	Whole Foods Market America's Healthiest Grocery Store	Woot! Deals and Shenanigans	Zappos Shoes & Clothing	Ring Smart Home Security Systems	eero WiFi Stream 4K Video in Every Room	Blink Smart Security for Every Home
	Neighbors App Real-Time Crime & Safety Alerts	Amazon Subscription Boxes Top subscription boxes – right to your door	PillPack Pharmacy Simplified	Amazon Renewed Like-new products you can trust	Amazon Second Chance Pass it on, trade it in, give it a second life	

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Amazon Prime

Amazon Prime Price Change

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Amazon Prime Price Change

Starting May 11, 2018, new members will be charged \$119/year for an annual Prime membership and \$59/year for an annual Prime Student membership.

Starting June 16, 2018, existing Prime members with an annual membership will renew at a rate of \$119/year. Prime Student members with an annual membership will renew at a rate of \$59/year.

Monthly Prime members continue to pay \$12.99 per month. Monthly Prime Student members continue to pay \$6.49 per month.

Your Prime Membership may be subject to [sales tax](#) in some states.

For more details about, or to make changes to your membership go to [Manage Amazon Prime Membership](#).

Was this information helpful?

Yes

No

Quick solutions



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- Amazon Business Line of Credit
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- Your Account
- Your Orders
- Shipping Rates & Policies
- Amazon Prime
- Returns & Replacements
- Manage Your Content and Devices
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English

United States

Amazon Music Stream millions of songs	Amazon Advertising Find, attract, and engage customers	Amazon Drive Cloud storage from Amazon	6pm Score deals on fashion brands	AbeBooks Books, art & collectibles	ACX Audiobook Publishing Made Easy	Alexa Actionable Analytics for the Web
Sell on Amazon Start a Selling Account	Amazon Business Everything For Your Business	Amazon Fresh Groceries & More Right To Your Door	AmazonGlobal Ship Orders Internationally	Home Services Experienced Pros Happiness Guarantee	Amazon Ignite Sell your original Digital Educational Resources	Amazon Web Services Scalable Cloud Computing Services
Audible Listen to Books & Original Audio Performances	Book Depository Books With Free Delivery Worldwide	Box Office Mojo Find Movie Box Office Data	ComiXology Thousands of Digital Comics	DPRreview Digital Photography	East Dane Designer Men's Fashion	Fabric Sewing, Quilting & Knitting
Goodreads Book reviews & recommendations	IMDb Movies, TV & Celebrities	IMDbPro Get Info Entertainment Professionals Need	Kindle Direct Publishing Indie Digital & Print Publishing Made Easy	Amazon Photos Unlimited Photo Storage Free With Prime	Prime Video Direct Video Distribution Made Easy	Shopbop Designer Fashion Brands
Amazon Warehouse Great Deals on Quality Used Products	Whole Foods Market America's Healthiest Grocery Store	Woot! Deals and Shenanigans	Zappos Shoes & Clothing	Ring Smart Home Security Systems	eero WiFi Stream 4K Video in Every Room	Blink Smart Security for Every Home
	Neighbors App Real-Time Crime & Safety Alerts	Amazon Subscription Boxes Top subscription boxes – right to your door	PillPack Pharmacy Simplified	Amazon Renewed Like-new products you can trust	Amazon Second Chance Pass it on, trade it in, give it a second life	

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3 months free: Amazon Music

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Amazon Prime

Amazon Prime Eligible Items &
Addresses

Amazon Prime Shipping Benefits

Amazon Day Delivery

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Membership

Amazon Fresh Packaging

What to Do with Disposable
PackagingLink and Unlink Your Amazon
and Prime Gaming Accounts

Am I Eligible for Prime Gaming?

What Prime Benefits can Adult
Household Members Share?

Prime Wardrobe

Return Prime Wardrobe Items

Request a Styling with Personal
Shopper by Prime WardrobePersonal Shopper by Prime
WardrobePrime Wardrobe Terms and
Conditions

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Prints OrdersCancel Your Amazon Photos
Prints Orders

Order Amazon Photos Prints

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Amazon Prime Shipping Benefits

Your Amazon Prime membership includes a variety of shipping benefits, including several shipping options if you need to expedite your delivery.

Addresses in the contiguous US

Shipping speed	Amazon Prime member price
One-Day Shipping	Free
Two-Day Shipping	Free
Same-Day Delivery	Free on qualifying orders over \$35 in certain cities or \$2.99 per order. See Order with Prime FREE Same-Day Delivery .
Saturday Shipping	Price varies by item size and weight, as low as \$7.99 per item.
Amazon Day Delivery	Free
No-Rush Shipping	Free
Standard Shipping (4–5 business days)	Free
Release-Date Delivery (on qualifying items)	Free

Addresses in Alaska, Hawaii, and Puerto Rico

Shipping speed	Amazon Prime member price
Standard Shipping (3–7 business days)	Free
Expedited Shipping (2–5 business days)	Price varies by item size and weight, as low as \$5.99 per item.
Priority Shipping (1–4 business days)	Price varies by item size and weight, as low as \$11.99 per item.

Note: Expedited Shipping isn't currently available for Puerto Rico.

Eligible items and addresses

Shipping speed	Eligible items and addresses
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Quick solutions

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Cancel or view benefits**Payment Settings**
Add or edit payment methods**Carrier Info**
Shipping carrier information**Account Settings**
Change email or password

Shipping speed	Eligible items and addresses
FREE Two-Day Shipping	<ul style="list-style-type: none"> Items sold by Amazon.com and marked on the product page and at checkout as eligible for Prime. Many items fulfilled by Amazon. Items fulfilled by qualified sellers and marked on the product page and at checkout as eligible for Prime. Nearly all addresses in the contiguous US, except US territories, possessions, and protectorates (other than Puerto Rico).
FREE Same-Day Delivery	<ul style="list-style-type: none"> Items sold by Amazon.com and marked on the product page and at checkout. Many items fulfilled by Amazon. Eligible for shipments to specified zip codes in several cities within the contiguous US. You can check your zip code for eligibility. Commercial addresses aren't eligible. For more information about FREE Same-Day Delivery for Amazon Prime members, go to Order with Prime FREE Same-Day Delivery.
Amazon Day Delivery	<ul style="list-style-type: none"> Many items fulfilled by Amazon. Nearly all addresses in the continental US, except US territories, possessions, and protectorates (other than Puerto Rico). Amazon Day isn't available for shipments that include Hazmat items or items not eligible for one-day or two-day Shipping. Amazon Day isn't available when shipping to an Amazon Hub Locker, Amazon Hub Counter, or a P.O. Box.
FREE Release-Date Delivery	<ul style="list-style-type: none"> Items sold by Amazon.com marked eligible for pre-order marked on the product page and at checkout. Many items fulfilled by Amazon. Items fulfilled by qualified sellers and marked on the product page and at checkout. Release-Date Delivery isn't available to Amazon Hub Lockers, Alaska, Hawaii, international destinations, P.O. boxes, or APO/FPO addresses.
FREE Standard Shipping	<ul style="list-style-type: none"> Items fulfilled by Amazon that are regulated as hazardous materials. Items fulfilled by Amazon with special shipping characteristics, such as large treadmills, basketball hoops, televisions that are 48" or larger, and heavy furniture. Addresses in Alaska, Hawaii, and Puerto Rico (3–7 business days). P.O. boxes in the contiguous US. APO/FPO addresses with US ZIP codes.

The following items are ineligible for Prime Shipping:

- Items fulfilled by Amazon Marketplace sellers that aren't marked as Prime-eligible
- Magazine subscriptions
- Personalized gift cards

- Any item that doesn't have a message indicating that it's eligible for Prime on its product page
- Addresses in the US territories, possessions, and protectorates (other than Puerto Rico)
- International destinations
- Items with Scheduled Delivery

Note:

- Some items shipping from sellers are marked as Prime eligible regionally. This is determined by your shipping address. If an item's Prime eligibility changes during checkout, you'll still receive free shipping on the item.
- To see the most accurate Prime shipping information as you shop, set up a default address for your account. For instructions, go to [Add and Manage Addresses](#).
- If an item you order is out of stock or unavailable to ship immediately, the shipping method time starts when the item ships. For example, it takes two business days after an item ships to reach you with Two-Day Shipping.
- We may ship products by ground or air. Our shipping speeds don't correspond to any carrier-branded shipping services.
- If available, we'll specify Saturday or Sunday delivery on the product page or during checkout. Otherwise, our shipping methods apply to business days only.
- Remember to check the ordering cut-off time shown on the detail page.
- Orders over \$1,300 may require a signature.
- Choosing a higher quantity for an item may make it ineligible for immediate shipping, because multiple units aren't available locally or at the same location. In this case, the option to choose Same-Day or One-Day Shipping may not appear.

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Amazon Prime Terms & Conditions

Last updated May 11, 2021

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Membership Cancellation

If you signed-up for your Prime membership directly through us, you may cancel your Prime membership any time by visiting Your Account and adjusting your membership settings. If you cancel within 3 business days of signing up for or converting from a free trial to a paid membership, we will refund your full membership fee; provided that we may charge you (or withhold from your refund) the value of Prime benefits used by you and your account during this 3-business day period. If you cancel at any other time, we will refund your full membership fee only if you and your account did not make any eligible purchases or take advantage of Prime benefits since your latest Prime membership charge. If you signed up for your Prime membership through a third party, you may need to contact the third party to cancel your membership or receive any refund under its applicable policies. Prime memberships redeemed through a Prime gift code or promotional code are not refundable.

Shipping Benefits and Eligible Purchases

[Prime shipping benefits](#) depend upon inventory availability, order deadlines, and in some cases the shipping address. They are limited to certain products sold by Amazon.com (or third-party sellers participating in Prime) on the Amazon.com website and to certain products on third-party websites that offer Prime shipping benefits. Products eligible for Prime will be designated as such on their product pages. Some special product, order, handling fees, and/or taxes may still apply to eligible purchases. If only some items in your order are eligible for Prime, you will pay applicable shipping charges for the ineligible items. Changing or combining orders, or changing your shipping address, speed, or preferences might affect Prime eligibility. Certain purchases may only be entitled to Standard Shipping because of their size, weight, and other shipping characteristics.

We may exclude products with special shipping characteristics at our discretion. The [Prime section](#) of our Help pages provides information about eligible items, shipping cost, shipping speed, and shipping destinations.

Other Benefits and Supplemental Memberships

Click [here](#) for information about additional Prime benefits. We also offer Prime members supplemental memberships, which are subject to these Terms, require you to be a Prime member, and may have additional fees and terms. As used in these Terms, "Prime" applies to all supplemental memberships. Click [here](#) for more information about supplemental memberships.

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Other Limitations

- We reserve the right to accept or refuse membership in our discretion.
- We may send you email and other communications related to Prime and your Prime membership (regardless of any settings or preferences related to your Amazon account).
- You may not transfer or assign your Prime membership or any Prime benefits, including promotion codes for Prime memberships or benefits, except as allowed in these terms.
- Prime members are not permitted to purchase products for the purpose of resale, rental, or to ship to their customers or potential customers using Prime benefits.
- Some Prime benefits may require certain purchase thresholds, have quantity or shipping address limitations, or require members to meet specified criteria in order to access them.
- From time to time, Amazon may choose in its sole discretion to add or remove Prime membership benefits.

Fees and Renewal

The membership fee for Prime is stated in the [Prime section](#) of our Help pages. From time to time, we may offer different membership terms, and the fees for such membership may vary. The Prime membership fee is non-refundable except as expressly set forth in these Terms. Taxes may apply on either or both of the membership fee and the reduced shipping charges for Prime.

If you sign up for your Prime membership through us and are billed by us, then the billing terms described below will apply to your membership.

If all eligible payment methods we have on file for you are declined for payment of your membership fee, you must provide us a new eligible payment method promptly or your membership will be canceled. If you provide us with a new eligible payment method and are successfully charged, your new membership period will be based on the original renewal date and not the date of the successful charge.

UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT TO AUTO RENEW, YOU UNDERSTAND YOUR PRIME MEMBERSHIP WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE MEMBERSHIP FEE AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

If you signed up for your Prime membership through a third party and are not billed directly by us, then the billing terms provided by the third party will apply to your membership.

Promotional Trial and Qualification-Based Memberships

We sometimes offer certain customers various trial or other promotional memberships, which are subject to these Terms except as otherwise stated in the promotional offers. Trial members may at any time (through Your Account) choose not to continue to paid membership at the end of the trial period.

If you sign up for a qualification-based Prime membership (including but not limited to Prime Student and Prime for [qualifying EBT and government assistance recipients](#)), you will receive certain Prime benefits for the reduced rate specified in the [Prime section](#) of our Help page. To sign up for and use a qualification-based Prime membership, you must meet the eligibility conditions described on the applicable enrollment page and provide any required documentation.

Agreement Changes

We may in our discretion change these Terms, Amazon.com's Conditions of Use and Privacy Notice, or any aspect of Prime membership, without notice to you. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

Termination by Us

We may terminate your Prime membership at our discretion without notice. If we do so, we will give you a prorated refund based on the number of full months remaining in your membership. However, we will not give any refund for termination related to conduct that we determine, in our discretion, violates these Terms or any applicable law, involves fraud or misuse of the Prime membership, or is harmful to our interests or another user. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

Limitation of Liability

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN AMAZON.COM'S [CONDITIONS OF USE](#), OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST MEMBERSHIP FEE YOU PAID. THIS LIMITATION OF

LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR PRIME MEMBERSHIP.

Disputes

Any dispute or claim relating in any way to these Terms or your use of Prime will be adjudicated in the state or Federal courts in King County, Washington, and you consent to exclusive jurisdiction and venue in these courts. We each waive any right to a jury trial.

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AmazonGlobal
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Experienced Pros Happiness Guarantee

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Sell your original Digital Educational Resources

Amazon Web Services
Scalable Cloud Computing Services

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Book Depository
Books With Free Delivery Worldwide

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Prime Day is June 21 & 22

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Inbox

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A Message from Amazon Customer Service

06/02 14:35:49

[Your Account](#) | [Amazon.com](#)**Message From Customer Service**

Hello,

I'd like to apologize again for the issues you have been facing. I have forwarded your feedback to the appropriate department.

Please know that our delivery estimates are based on item availability, the quantity ordered, and selected delivery speed.

If an item isn't readily available, shipping selections may reduce shipping transit time, but won't impact how long it takes us to obtain the item or prepare it for shipment.

Most questions are answered in Your Account (www.amazon.com/your-account) or in our Help pages (www.amazon.com/help). If you do need to contact us in the future, here's a link to our Contact Us page:

<http://www.amazon.com/gp/help/contact-us/general-questions.html>

You may also contact our legal department directly at:

Amazon.com
Legal Dept.
P.O. Box 81226
Seattle, WA 98108-1226

Fax: 206-266-7010

We hope to see you again soon.

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards,
Crystal T

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English

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Sell on Amazon Start a Selling Account	Amazon Business Everything For Your Business	Amazon Fresh Groceries & More Right To Your Door	AmazonGlobal Ship Orders Internationally	Home Services Experienced Pros Happiness Guarantee	Amazon Ignite Sell your original Digital Educational Resources	Amazon Web Services Scalable Cloud Computing Services
Audible Listen to Books & Original Audio Performances	Book Depository Books With Free Delivery Worldwide	Box Office Mojo Find Movie Box Office Data	ComiXology Thousands of Digital Comics	DPReview Digital Photography	East Dane Designer Men's Fashion	Fabric Sewing, Quilting & Knitting
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Amazon Warehouse Great Deals on Quality Used Products	Whole Foods Market America's Healthiest Grocery Store	Woot! Deals and Shenanigans	Zappos Shoes & Clothing	Ring Smart Home Security Systems	eero WiFi Stream 4K Video in Every Room	Blink Smart Security for Every Home
	Neighbors App Real-Time Crime & Safety Alerts	Amazon Subscription Boxes Top subscription boxes – right to your door	PillPack Pharmacy Simplified	Amazon Renewed Like-new products you can trust	Amazon Second Chance Pass it on, trade it in, give it a second life	

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Last updated: 30 April, 2021

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For the purpose of these Amazon Services Terms of Use:

"Amazon Services" means the provision of Amazon Software, Digital Content, and support and other services that we provide Product users.

"Amazon Software" means all software we make available to you for use on a Product, but excludes third-party Digital Content.

"Digital Content" means digitized content (including third-party content), such as videos, music, apps, games, skills, photos, audio, books, newspapers, magazines, and related features and functionality.

"Product" means a Fire TV device that is developed and manufactured by a third party and enables access to Amazon Services.

1. Amazon Services, Amazon Software

a. Use of Amazon Services on a Product. To use certain Amazon Services on a Product, you must have your own Amazon.com account, be logged in to your account on the Product, and have a valid payment method associated with your account.

b. Use of the Amazon Software. Except as provided in this section, you may use the Amazon Software only on your Product. For additional terms that apply to the Amazon Software, see the Additional Amazon Software Terms contained in the [Amazon.com Conditions of Use](#) and the terms contained in the Legal section of the Settings menu of the Amazon Services on your Product or the Amazon Fire TV Remote App. Amazon Software licensed under an open source license is governed solely by the terms of that open source license.

c. Voice Services. Your Product may have features that allow you to access Alexa voice services or perform certain tasks, such as control your Product, perform a search, check the weather, or operate other connected products. When you use voice services, we process your voice input and other information (such as location) in the cloud to respond to your requests and to improve your experience and our services. Your use of Alexa is subject to the Alexa Terms of Use (www.amazon.com/alexa/terms). Learn more about Alexa voice services and how it works at www.amazon.com/alexa/voice, including how to delete voice recordings associated with your account.

2. Connectivity and Availability

a. Internet Connectivity. Amazon Services may require an Internet connection from a third-party provider in order to use some features. In such cases, your Internet connection is subject to the fees, restrictions, terms and limitations imposed by your provider.

b. Availability. Some Amazon Services may be unavailable, vary (by product or geography, for example), be offered for a limited time, or require separate subscriptions.

3. General

a. Information Received. The Amazon Software may provide us with information about your Product, use of the Product, and use of Digital Content, other content, and the Amazon Services (such as search queries, installed applications, viewing and usage data, available memory, log files, network diagnostics, voice information, and connectivity). Manufacturers of your Product may also provide us with similar information. Information provided to Amazon may be processed in the cloud to improve your experience and our services, and may be stored on servers outside the country in which you live. We will handle any information we receive in accordance with the [Amazon.com Privacy Notice](#). Please visit the Settings menu of your Product if you prefer to opt out of providing certain information.

b. Information Provided To Others. You are responsible for any information you provide to others, including third-party Digital Content providers. Use of information you provide to these third parties will be subject to any privacy notice or other terms that they may provide to you.

c. Changes to Amazon Services; Amendments. We may change, suspend, or discontinue the Amazon Services, or any part of them, at any time without notice. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on the Amazon.com website. Your continued use of Amazon Services after the effective date of the revised Agreement constitutes your acceptance of the terms.

d. Termination. Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, Amazon may immediately revoke your access to the Amazon Services. Amazon's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.

e. Disputes. Any dispute or claim arising from or relating to this Agreement, a Product, the Amazon Software, or the Amazon Services is subject to the dispute resolution, governing law, disclaimer of warranties, limitation of liability, and all other terms in the [Amazon.com Conditions of Use](#).

f. Disclaimer of Warranties and Limitation of Liability. Products are developed and manufactured by third parties, and we have no responsibility or liability for any aspect of Products except the Amazon Services. Without limiting the Disclaimer of Warranties and Limitation of Liability terms in the [Amazon.com Conditions of Use](#), unless otherwise required by applicable law, in no event will our or our licensors' aggregate liability with respect to any claim arising from or related to this Agreement or your use of the Amazon Services exceed fifty dollars (\$50.00).

g. Contact Information. For help with the Amazon Services, Digital Content, Amazon Software or resolving other related issues, please contact Customer Service at www.amazon.com/contact-us/.

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Experienced Pros Happiness Guarantee[Amazon Ignite](#)
Sell your original Digital Educational Resources[Amazon Web Services](#)
Scalable Cloud Computing Services[Audible](#)
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James Bowers <jbowers726@gmail.com>

A Message from James Matty with Amazon.com's Executive Customer Relations

1 message

Amazon.com Executive Customer Relations <ecr-replies@amazon.com>

Tue, Jun 9, 2020 at 9:53 AM

Reply-To: ecr-replies+A2B8QGJ87JGZ76@amazon.com

To: jbowers726@gmail.com

[Your Account](#) | [Amazon.com](#)**Message From Executive Customer Relations**

Hello James,

This is James Matty with Amazon.com's Executive Customer Relations. Thank you for taking time to speak with me on the phone today.

I apologize for the experience you had with your order for the hand sanitizer. As a longtime Amazon customer myself, I completely understand the desire to have your ordering experience be quick, efficient, and most importantly, stress-free.

Your A-to-Z Guarantee claim was granted. You'll see the refund of \$7.41 in 3-5 business days on your Visa card. Once processed, you'll also be able to see the refund request here:

<https://www.amazon.com/gp/css/summary/edit.html?orderID=112-8296635-5373041>

I've forwarded the details of the seller you shared with me to our Investigations team. Each report they receive is investigated and the appropriate action is taken. However, we won't be able to release the outcome of the investigation.

I wish you a great rest of your week!

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards,
James Matty, ECR
Executive Customer Relations

Amazon.com**Thank you for your inquiry. Did I solve your problem?**

Your feedback is helping us build Earth's Most Customer-Centric Company.

Original Message

Jeff,

I purchased hand sanitizer from Amazon back on April 21st. This was a time when you ordered it while you could, even if there was a delay in shipping it.

Here we are June 8th. I have contacted the seller at least a dozen times with email evidence of such. In each contact, they reply with the same generic answer. "It's shipped, we can't help you", yet the items' tracking shows it never left their warehouse.

I have contacted Amazon customer support with almost no help. I have contacted the BBB and your "BBB Team" has been zero help in getting my refund.... or blocking this seller from any more fraud. If you look at their item reviews.... it's clearly a fraud account, and yet Amazon will not give me my money back or shut down the seller or both.

Enough is enough... Amazon makes Billions a year... It's time to get something done! When I can barely live paycheck to paycheck, yet your company makes millions in profits! I think it should be no issue to refund someone's money when an incident like this occurs. I have already filed a notice with the Michigan Attorney General's office. My next step is to file legal action to recover not only the cost, interest, and time as well as attorney costs to recover this money.

This is my last attempt to get my refund, plus interest to my bank account at this point.

Feel free to contact me at 810-265-2144 or my email jbowers726@gmail.com

James Bowers

Order # 112-8296635-5373041



EN

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Investor Relations

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- 02 Quarterly results
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- 05 FAQs
- 06 Corporate governance
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- 08 Contact us and request documents
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CERTIFICATE OF INCORPORATION

RESTATED CERTIFICATE OF INCORPORATION OF AMAZON.COM, INC.

Amazon.com, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware, does hereby certify:

1. The original Certificate of Incorporation was filed with the Secretary of State on May 28, 1996.
2. The following Restated Certificate of Incorporation was duly adopted by the corporation's Board of Directors in accordance with the provisions of Section 245 of the General Corporation Law of the State of Delaware and only restates and integrates and does not further amend the provisions of the corporation's Certificate of Incorporation as heretofore amended and supplemented, and there is no discrepancy between those provisions and the following.

[Hide All](#)

Article 1. Name

-

The name of this corporation is Amazon.com, Inc.

Article 2. Registered Office And Agent

-

The address of the registered office of this corporation is 251 Little Falls Drive, City of Wilmington, County of New Castle, State of Delaware 19808, and the name of its registered agent at such address is Corporation Service Company.

Article 3. Purposes

-

The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

Article 4. Shares

-



EN

from time to time in accordance with the laws of the State of Delaware, not to exceed the authorized amount of its Common Stock if at any time the number of shares of Common Stock remaining unissued and available for issuance shall not be sufficient to permit the conversion of Preferred Stock.



Article 5. Directors

The number of Directors of the corporation shall be determined in the manner provided by the Bylaws and may be increased or decreased from time to time in the manner provided therein. Written ballots are not required in the election of Directors.

Article 6. By-laws

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws of the corporation; provided, however, the Board of Directors may not repeal or amend any bylaw that the stockholders have expressly provided may not be amended or repealed by the Board of Directors. The stockholders shall also have the power to adopt, amend or repeal the Bylaws for this corporation.

Article 7. Preemptive Rights

Preemptive rights shall not exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

Article 8. Cumulative Voting

The right to cumulate votes in the election of Directors shall not exist with respect to shares of stock of this corporation.

Article 9. Amendments To Certificate Of Incorporation

This corporation reserves the right to amend or repeal, by the affirmative vote of the holders of a majority of the outstanding shares entitled to vote, any of the provisions contained in this Certificate of Incorporation. The rights of the stockholders of the corporation are granted subject to this reservation.

Article 10. Limitation Of Director Liability

To the full extent that the Delaware General Corporation Law, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, a director of this corporation shall not be liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any amendment to or repeal of this Article 10 shall not adversely affect any right or protection of a director of this corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Article 11. Action By Stockholders Without A Meeting

Only action properly brought before the stockholders by or at the direction of the Board of Directors may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the action so taken is signed by the holders of outstanding shares of capital stock entitled to be voted with respect to the subject matter thereof having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Article 12. Special Meeting Of Stockholders

The Chairman of the Board of Directors, the Chief Executive Officer, the President or the Board of Directors may call special meetings of the stockholders for any purpose. A special meeting of the stockholders shall be held if the holders of not less than twenty-five percent (25%) of all the votes entitled to be cast on any issue proposed to be considered at such special meeting have dated, signed and delivered to the Secretary one or more written demands for such meeting, describing the purpose or purposes for which it is to be held.

Article 13. Business Combinations With Interested Stockholders

The corporation expressly elects not to be governed by Section 203(a) of Title 8 of the Delaware General Corporation Law.



EN



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WORKING AT AMAZON

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Amazon offices

Get to know us

Opportunities for veterans

Our culture

Jobs

OUR COMMUNITIES

Our communities

SUSTAINABILITY

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Packaging

Sustainability Question Bank

INNOVATION

Our innovations

OUR COMPANY

Investors

Press center

The Spheres

Select awards and recognition

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James Bowers <jbowers726@gmail.com>

Your Amazon.com Inquiry - BBB Complaint # 14415225

2 messages

Amazon.com <bbb@amazon.com>
Reply-To: bbb+AS4FWHL0CY8CZ@amazon.com
To: jbowers726@gmail.com

Thu, Jun 4, 2020 at 7:04 AM

Hello James,

I'm Praveen from Amazon.com. I'm writing in response to a complaint filed on your behalf by the Better Business Bureau BBB - I've provided the BBB with a copy of this message.

I'm sorry for the trouble you had with the order.

I've forwarded the feedback to the concerned department to take appropriate action.

Regarding the order, unless until the estimated delivery date is passed, we will not have an option to file an A-to-z claim. However, I've issued a \$10.00 Promotional certificate to your account which would apply automatically when you place orders sold and shipped by Amazon. For more information about promotional codes, including the terms and conditions of use and what happens when you return an order paid for with a promotional code, go to:

<http://www.amazon.com/gp/help/customer/display.html?nodeId=201894800>

Please feel free to contact us directly by replying to bbb@amazon.com if we can be of further assistance.

We look forward to see you soon.

Information received date: 6/2/2020

Case Description: I purchased the following item: https://www.amazon.com/gp/product/B085XXYTLG/ref=ppx_yo_dt_b_asin_title_o01_s00?ie=UTF8&psc=1 from Amazon.com on April 7, 2020 from a seller identified as Shusuen. The item was estimated to be delivered by May 17th through June 17th. At the time of "shipping" the seller did not provide tracking information. I reached out to the seller who provided tracking as follows: <https://t.17track.net/en#nums=UD413758991NL>. That tracking number still as of 06/02/2020 shows that the item never left the shippers warehouse. I contacted the seller multiple times about the item not actually leaving. However, they send a reply of the very same generic email each time. Eventually I contacted Amazon multiple times and reported the fraud issue to them. At no time did they actually attempt to resolve the seller's fraud activity. There are many reports of the item not arriving on the item and on the seller profile. However Amazon continues to allow their sales and allow them to not provide the product. Amazon has yet to provide a refund or remove the seller and refund all customers.

Desired Resolution: The requested resolution is to provide a refund to myself and all others who have not received their order Also it is requested that the seller be removed and forbidden to perform business on the Amazon marketplace. This company has taken advantage of Americans due to the Coronavirus.

Regards,

Praveen M
Amazon.com
<http://www.amazon.com>

James Bowers <jbowers726@gmail.com>
To: bbb+AS4FWHL0CY8CZ@amazon.com

Thu, Jun 4, 2020 at 7:10 AM

While I appreciate a promo code, that does not give me the money back from a fraudulent seller on your platform. Until the appropriate actions are taken, I will continue notifying the authorities of the fraud on your platform. I expect my money to be refunded to me. I have provided more than enough information to Amazon to provide this is fraud. The seller's communication is copy and pasted every single time you contact them. I have provided tracking that they provided showing the product never left their warehouse. At this time, I am notifying my card issuer, the local police department and the Michigan Attorney General's office of the fraud. It is clear that Amazon does not care about fraud on their platform as long as they are getting paid. Jeff clearly doesn't care about the American people at all. He has no interest in protecting the American Citizens from Chinese Fraud.

I expect a full refund, plus interest, I expect all purchasers to be contacted to confirm if their items arrived, and if not refunds provided to them as well. I expect Amazon to shut this seller down immediately. I also expect an apology for the way Amazon has handled this issue. I will now also file a claim with my local small claims court to include not only the cost of the item, my attorney fees, my filing fees as well as daily interest from the day of the first reported issue to Amazon. Clearly Amazon has no interest in resolving this in the appropriate manner.

James Bowers
[Quoted text hidden]



James Bowers <jbowers726@gmail.com>

Your Amazon.com Inquiry - BBB Complaint # 14415225

1 message

Amazon.com <bbb@amazon.com>

Sat, Jun 6, 2020 at 6:24 AM

Reply-To: bbb+ALY9VKB65SCC3@amazon.com

To: jbowers726@gmail.com

Hello James,

I'm writing in response to a complaint filed on your behalf by the Better Business Bureau BBB - I've provided the BBB with a copy of this message.

I'm sorry for any trouble you had with the order.

The order estimated delivery date provided by the seller when you placed the order was Wednesday, May 27, 2020 - Wednesday, June 17, 2020. I understand you wanted to cancel the order and refund be issued for the order. However, as this is the seller order, only seller can issue refund. If the seller doesn't issue refund, 3 days after the maximum estimated delivery date which is June 17, 2020, you can file an A-to-z claim on June 20, 2020.

Once a claim is filed, our guarantee team will issue refund. Unfortunately for seller order, we are unable to issue refund.

A-to-z Information : <https://www.amazon.com/gp/help/customer/display.html?nodeId=201889410>

Regarding the seller, we have already forwarded the feedback to the appropriate team, they should be taking appropriate action.

Please feel free to contact us directly by replying to bbb@amazon.com if we can be of further assistance.

We look forward to see you soon.

=====

Information received date: 6/2/2020

=====

Case Description: I purchased the following item: https://www.amazon.com/gp/product/B085XXYTLG/ref=ppx_yo_dt_b_asin_title_o01_s00?ie=UTF8&psc=1 from Amazon.com on April 7, 2020 from a seller identified as Shusuen. The item was estimated to be delivered by May 17th through June 17th. At the time of "shipping" the seller did not provide tracking information. I reached out to the seller who provided tracking as follows: <https://t.17track.net/en#nums=UD413758991NL>. That tracking number still as of 06/02/2020 shows that the item never left the shippers warehouse. I contacted the seller multiple times about the item not actually leaving. However, they send a reply of the very same generic email each time. Eventually I contacted Amazon multiple times and reported the fraud issue to them. At no time did they actually attempt to resolve the seller's fraud activity. There are many reports of the item not arriving on the item and on the seller profile. However Amazon continues to allow their sales and allow them to not provide the product. Amazon has yet to provide a refund or remove the seller and refund all customers.

Desired Resolution: The requested resolution is to provide a refund to myself and all others who have not received their order Also it is requested that the seller be removed and forbidden to perform business on the Amazon marketplace. This company has taken advantage of Americans due to the Coronavirus.

=====

Regards,

Praveen M

Amazon.com

<http://www.amazon.com>



James Bowers <jbowers726@gmail.com>

Your Amazon A-to-z Guarantee Claim for Order 114-4596833-8796252

1 message

atoz-guarantee-no-reply@amazon.com <atoz-guarantee-no-reply@amazon.com>

Thu, Dec 19, 2019 at 5:23 AM

Reply-To: "X-To: nobody@amazon.com" <atoz-guarantee-no-reply+196-9372807-5745068@amazon.com>

To: jbowers726@gmail.com

Hello,

This is regarding your BBB complaint 14013946 filed on 12/7/2019. We apologize for the delay in providing you with a resolution. A refund for the disputed amount of \$83.50 was issued to the payment method you used to place order 114-4596833-8796252. You can check the status of your refund on the Your Orders page in the Your Account section of our website https://www.amazon.com/gp/css/homepage.html?ie=UTF8&ref_=nav_youraccount_ya.

-- Refund Date: 19 Dec 2019

-- Refund Amount: \$83.50

If the order was paid by credit card, it may take several business days for the refund to appear on your credit card account. Please check with your issuing bank to confirm that it has been posted. If the order was paid by gift certificate, these funds should be available now for use as payment on a future order.

Sincerely,



James Bowers <jbowers726@gmail.com>

unable to prevent fraud

2 messages

James Bowers <jbowers726@gmail.com>
To: jeff@amazon.com

Mon, Jun 8, 2020 at 1:51 PM

Jeff,

I purchased hand sanitizer from Amazon back on April 21st. This was a time when you ordered it while you could, even if there was a delay in shipping it.

Here we are June 8th. I have contacted the seller at least a dozen times with email evidence of such. In each contact, they reply with the same generic answer. "It's shipped, we can't help you", yet the items' tracking shows it never left their warehouse.

I have contacted Amazon customer support with almost no help. I have contacted the BBB and your "BBB Team" has been zero help in getting my refund.... or blocking this seller from any more fraud. If you look at their item reviews.... it's clearly a fraud account, and yet Amazon will not give me my money back or shut down the seller or both.

Enough is enough... Amazon makes Billions a year... It's time to get something done! When I can barely live paycheck to paycheck, yet your company makes millions in profits! I think it should be no issue to refund someone's money when an incident like this occurs. I have already filed a notice with the Michigan Attorney General's office. My next step is to file legal action to recover not only the cost, interest, and time as well as attorney costs to recover this money.

This is my last attempt to get my refund, plus interest to my bank account at this point.

Feel free to contact me at 810-265-2144 or my email jbowers726@gmail.com

James Bowers

Order # 112-8296635-5373041

James Bowers <jbowers726@gmail.com>
To: jeff@amazon.com

Wed, Jun 9, 2021 at 2:32 PM

Jeff,

Hello,

I reached out to you on June 8th of 2020 without a response. I have had nothing but issues with Amazon since this time. I am currently preparing legal action paperwork regarding my amazon prime membership, failed packages, fraud, and false advertising at amazon.

I am trying my best to resolve this without taking it to Federal District Court, but I seem to have no choice. You BBB time in india doesn't help at all, your customer service centers are useless 99.9% of the time and since June of 2020, you have not responded to any sort of emails.

I will give this a final opportunity, but I am currently planning to file the legal action Monday June 14th, 2020.

James E. Bowers
810-265-2144

[Quoted text hidden]

June 11, 2021

Via First-Class Mail with Certificate of Mailing,

Amazon.com

Re: Demand for Payment

Please be advised that owes the sum of \$18,653 because Amazon has breached our contract of the prime membership status, failed to deliver products as advertised, falsely advertised in stock status and shipping delivery guarantee dates as well as failed to make any sort of reasonable resolution to this matter. I have made several attempts to contact Amazon's customer service team via chat, email, phone and even through emailing Jeff@amazon.com. None of these routes have been fruitful in any sort of resolutions, not only this year, but for the last 5 or more years of being a prime member. This amount includes the cost of prime membership through the course of history and for the next year (giving Amazon a year to resolve its advertising issues). This amount also includes packages that did not arrive on time where no credit was offered, where Mr. Bowers had to purchase locally at a retailer at a higher rate at the last minute, including a recent pool purchase that cost Mr. Bowers double the advertised Amazon rate. It also includes damage cost for violation of fair consumer practice act in the state of Michigan.

This will be 's only chance to settle this matter before files suit against in Federal District Court. Mr. Bowers is agreeable to a lump sum payment, or to a payment plan. Please contact me on or before July 11, 2021, for purposes of settling this matter. If I do not hear from on or before July 11, 2021, Mr. Bowers will file a lawsuit against Amazon.com Inc and Jeffrey P. Bezos without further notice. It is in Mr Bowers's and Amazon.com's and Jeffrey P. Bezos's best interest to settle this matter before a lawsuit is filed. Currently we are working to gather sufficient evidence to show that this is a class action issue and will file with such request. If a judgment is obtained against Amazon.com you will be ordered to pay court costs, additional damages and will incur interest at a rate of 10% per annum.

Based on the foregoing, I expect payment in the amount of \$18,653.00 made payable to James E. Bowers, 5227 Olde Shawboro Rd., Grand Blanc, MI 48439, no later than July 11, 2021. (I can be reached at: (810)265-2144.) If Amazon.com decides to ignore this demand for payment, Mr. Bowers will further pursue all of its legal remedies without further notice to Amazon.com, Inc or Jeffrey P. Bezos. This letter serves as evidence that has attempted to resolve this matter informally.

Sincerely,

James E. Bowers



James Bowers <jbowers726@gmail.com>

Your Amazon.com Order #114-4596833-8796252

2 messages

Amazon.com <bbb@amazon.com>
 Reply-To: bbb+A29L05J6RSE2VD@amazon.com
 To: jbowers726@gmail.com

Wed, Dec 11, 2019 at 3:20 AM

Hello,

I am Mahesh Boddu from Amazon.com. Please be assured that we have filed the claim on the seller, once our team reviews the claim they will send the status to you via email.

If approved, your Guarantee reimbursement will be credited directly to the same payment method used for your purchase.

You can see the most current status of your claim at the link below:

<https://www.amazon.com/gp/a-z-guarantee/help.html?orderID=114-4596833-8796252>

Info about A-to-z Guarantee claims, including processing times, can be found here:<http://www.amazon.com/help/a-to-z-guarantee>

I hope this information helps. We look forward to seeing you again soon.

Regards,

Mahesh B.
 Amazon.com
<http://www.amazon.com>

----- Original message: -----

So based on the response I just received, Amazon is not willing to resolve the issue. When the BBB receives your response, I will be sure to copy all emails regarding your refusal to help and all screenshots reporting false advertising and fraud. I will also be reporting the transaction to my bank.

On Tue, Dec 10, 2019, 01:17 Amazon.com <bbb@amazon.com> wrote:

> Hello James Bowers,
 >
 > I'm Mahesh Boddu from Amazon.com.
 >
 > I'm writing in response to a complaint filed on your behalf by the Better
 > Business Bureau BBB - I've provided the BBB with a copy of this message.
 >
 > I am sorry for the inconvenience caused to you with the recent Order ID:
 > 114-4596833-8796252.
 >
 > To help you with this, I've submitted an A-to-z Guarantee claim on your
 > behalf. Processing should complete within 1-2 weeks of the date the claim
 > was submitted. If approved, your Guarantee reimbursement will be credited
 > directly to the same payment method used for your purchase.
 >
 > You can see the most current status of your claim at the link below:
 > <https://www.amazon.com/gp/a-z-guarantee/help.html?orderID=114-4596833-8796252>
 >
 > Info about A-to-z Guarantee claims, including processing times, can be
 > found here:<http://www.amazon.com/help/a-to-z-guarantee>
 >
 > Please feel free to contact us directly by replying to bbb@amazon.com if
 > we can be of further assistance.
 >
 > Regards,
 >
 > Mahesh Boddu
 > Amazon.com
 > <http://www.amazon.com>
 > =====
 >
 > Information received: 12/8/2019
 >
 > =====
 >

> Consumer Information
 >
 > Mr. James E Bowers
 > Address: 521 Autumn Drive
 > Flushing, MI 48433
 > =====
 >
 > Complaint filed against:
 > NAME: Amazon.com
 > BBB MEMBER: YES
 >
 > =====
 >
 > Case Description: Amazon is selling a Ninja Specialty Fold-Away Frother
 > (CM401) Coffee Maker, Single Serve to 10 Cup (50 oz.), Glass Carafe for
 > \$99.00. When I placed the order, it was processed to a 3rd party who
 > charged over \$182.00 for the same item. The seller than ordered the item
 > from Target.com and had the item shipped directly to me. When I asked the
 > seller to accept the return, they refused to accept and then stated they
 > had a 20% restocking fee which is not indicated on the Amazon listing. The
 > seller then refused to assist with a return. I contacted Amazon.Com
 > customer support via chat and they sent the same email to the seller asking
 > the seller to address even though the seller already responded. I asked for
 > a refund of the difference, no response. I was told I needed to wait for
 > the seller and I have to wait 2 days while my money is stolen. I then asked
 > for a supervisor but was not provided with one. The chat representative did
 > nothing to resolve the issue. I will allow amazon to resolve one additional
 > time via this complaint before I open a fraud charge on my debit card.
 > Unfortunately, part of the order was on Amazon gift card and I can't recover
 > that via fraud. I have screen shots of the order details, the Target.com
 > Receipt and box received in as well as the advertised price and the amazon
 > reps refusal to assist.
 >
 > Desired Resolution: I expect an adjustment from the charged amount to the
 > advertised price of \$99 without any shipping costs. I expect the amount
 > from the debit card to be returned there and the remainder to my amazon
 > balance.
 >
 > =====
 >
 > Regards,
 >
 > Mahesh B.
 > Amazon.com
 > <http://www.amazon.com>


James Bowers <jbowers726@gmail.com>
 To: bbb+A29L05J6RSE2VD@amazon.com

Wed, Dec 11, 2019 at 7:55 AM

You say that, but this is what it already says!


Your Account > Your Orders > Problem with order

Problem with order

SELLER Vitality4U View Seller Profile	PRODUCT  Ninja Specialty Fold-Away Frother (CM401) Coffee Maker, Single Serve to 10 Cup (50 oz.), Glass Carafe	ORDER PLACED December 3, 2019 ORDER NUMBER 114-4596833-8796252 EXPECTED BY Dec 9, 2019 - Dec 12, 2019
--	--	---

Refund Requested Dec 9, 2019	Amount \$182.50
--	---------------------------

i We were unable to approve your refund request submitted on Dec 9. If you disagree with the decision, you can submit an appeal.


 Ninja Specialty Fold-Away Frother (CM401) Coffee Maker, Single Serve to 10 Cup (50 oz.), Glass Carafe
 \$182.50

[Quoted text hidden]

Deliver to James
Grand Blanc 48439

All ▾

Hello, James
Account & Lists ▾ Returns
& Orders

0

All Customer Service Livestreams Buy Again Prime Video James's Amazon.com Shopper Toolkit

Prime Day is June 21 & 22

[Your Account](#) > Message Center

Back

Inbox

Sent Messages

Delivery update: Inflatable Swimming Pool...

06/06 17:02:23



Hi James,

Your package is on the way but running late.
We're sorry for the delay.

Now expected June 7 - June 8. Track your
delivery for the latest updates.

Track your delivery



Inflatable Swimming Pool, Kiddie Pool,
Family...

Order #114-5277846-5393000

This email was sent from an email address that can't receive emails. Please don't reply to this email.

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Amazon Business Line of Credit
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Credit Card Marketplace

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Your Orders
Shipping Rates &
Policies
Amazon Prime
Returns &
Replacements

Host an Amazon Hub

› See More Make Money with Us

Reload Your Balance

Amazon Currency Converter

Promotional Financing

Manage Your Content and Devices

Amazon Assistant

Help

English

United States

Amazon Music

Stream millions of songs

Amazon Advertising

Find, attract, and engage customers

Amazon Drive

Cloud storage from Amazon

6pm

Score deals on fashion brands

AbeBooks

Books, art & collectibles

ACX

Audiobook Publishing Made Easy

Alexa

Actionable Analytics for the Web

Sell on Amazon

Start a Selling Account

Amazon Business

Everything For Your Business

Amazon Fresh

Groceries & More Right To Your Door

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